# IN THE UNITED STATES BANKRUPTCY COURT FOR SOUTHERN DISTRICT OF MISSISSIPPI GULFPORT 6 DIVISIONAL OFFICE

RE:

DONNA MICHELLE MILLS, \* CASE NO.: 19-51435-KMS

Debtor. \*

## MOTION FOR RELIEF FROM AUTOMATIC STAY

Capital One Auto Finance, a division of Capital One, N.A., (hereinafter "Capital One"), respectfully shows and represents unto this Court as follows:

1. On April 21<sup>st</sup>, 2011, Donna Mills (hereinafter "Debtor"), entered into a Retail Installment Contract (hereinafter "Contract") with Pat Peck Nissan (hereinafter "Dealership") granting a security interest in the following personal property:

## 2011 Nissan Altima-4 Cyl. Sedan 4D S Vin Number: 1N4AL2AP2BN427338

Contemporaneously with its execution, the contract was assigned to Capital One, a copy of said Contract is annexed hereto and made part hereof by reference.

- 2. The granted security interest in the above described personal property was duly perfected by the issuance of a Certificate of Title, copy of which is annexed hereto and made part hereof by reference.
- Capital One is the holder and owner of the referenced Contract and Certificate of Title.
- 4. Debtor has defaulted in pre-petition payments to Capital One under the terms of the contract in the sum of \$6,380.91.
- 5. Debtor has defaulted in post-petition payments under the terms of the aforementioned Contract in the sum of \$945.32. Per the attached NADA Valuation, the Retail Value of the above mentioned personal property is \$5,850.00 with the payoff of said contract being \$9,554.60 as of November 26<sup>th</sup>, 2019.
- 6. Warren A. Cuntz, Jr. was appointed Trustee of the estate of said Debtor, has qualified and is now acting as such Trustee.
- 7. Capital One is not listed as a Secured Creditor on the Debtor's Chapter 13 Plan.

8. Capital One Auto Finance, a division of Capital One, N.A. expressly determines that there is no reason for delay and expressly directs that this Order be entered as a Final Order against the Debtor and Trustee and is therefore immediately effective to terminate the automatic stay and shall not be subject to Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure.

WHEREFORE, Capital One Auto Finance, a division of Capital One, N.A., respectfully moves the Court to enter an Order against the Debtor and Trustee terminating the automatic stay imposed by 11 U.S.C. 362 as regards the referenced personal property and allowing Movant to file a proof of claim for the Deficiency Balance, if any.

William C. Poole, LLC Attorneys For Capital One Auto Finance, a division of Capital One, N.A.

BY: /s/ Wesley H. Blacksher
WESLEY H. BLACKSHER BAR103026
blacksherw@gmail.com
For the Firm
917 Western America Circle
Suite 210
Mobile, AL 36609
(251) 344-5015

## CERTIFICATE OF SERVICE

I do hereby certify that on this the 2<sup>nd</sup> day of December, 2019, a copy of the foregoing document was served on the following:

Donna Michelle Mills 120 E. Sunnybrook Road Carriere, MS 39426

Mary Schillesci McPherson 2448 Highway 53 South Poplarville, MS 39470

Warren A. Cuntz T1, Jr. P.O. Box 3749 Gulfport, MS 39505-3749

by ECF Filing or by mailing a copy of the same United States Mail, properly addressed and first class postage prepaid.

/S/ Wesley H. Blacksher
Wesley H. Blacksher /dsp

RETAIL INSTALLMENT SALE CONTRAC SIMPLE FINANCE CHARGE						
Deal Stock  Buyer Name and Address  Co-Buyer Name and Address	Creditor-Seiler (Name and Address)					
(Including County and Zip Code)  DONNA HILLS	PAT PECK NISSAN					
120 E SUNNYBROOK RD	9480 HWY 49 NORTH GULFPORT, HS 39503					
You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By sig	I ning this contract, you choose to buy the vehic					
on credit under the agreements on the front and back of this contract. You agree to pay the contract) the Amount Financed and Finance Charge in U.S. Lunds according to the payment sche a daily basis. The Truth-In-Lending Disclosures below are part of this contract.	creditor - Seller (sometimes we or us in the dule below. We will figure your finance charge of					
New/Used/Demo Year Adake And Model Vehicle Identification Number Weight	Primary Use For Which Purchased					
NEV 2011 NISSAN 1N4AL2AP2BN427338	personal, family or household					
ALTIMA 2.5 S	agricultural -					
FEDERAL TRUTH-IN-LENDING DISCLOSURES  ANNUAL FINANCE Amount Total of Total Sale Percentage Charge Financed Payments Price	Insurance, You may buy the physical damage insur- ance this contract requires (see back) from anyone					
BATE The dollar The amount of The amount you The total cost of I	you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit untest the box indicating Vendor's Single Interest insurance is required to thedaced below.  If any insurance is checked below, policies or					
The cost of amount the credit provided to your credit as recit will on you or you have made all credit, including payments as yearly rate, cost you, on your behalf, or you down scheduled.	Insurance is required is checked below, policies or certificates from the named insurance companies will					
13.44 % \$ 8175.81 \$ 17394 99 \$ 25570.80 \$ 32820.80	describe the terms and conditions.					
Your Payment Schedule Will Be:	Check the insurance you want and sign below: Optional Credit insurance Credit Life: Buyer Co-Buyer Both					
Number of   Amount of   When Payments   Payments   Are Our	Credit Disability (Buyer Only) Premium:					
Or As Follows:	Credit Life S N/A Credit Disability S N/A					
Late Charge. If a payment is not received in tust within10 days after it is due, you will pay a late charge	Insurance Company Name					
of 5 % of the part of the payment that is late with a maximum charge of \$ 5.00 , unless the vehicle is a commercial vehicle. For a commercial vehicle, if payment is not received in full within 15	Home Office AddressUA					
days after it is due, you will pay a late charge of4 % of the part of the payment that is late with a minimum charge of \$_5.00_ and a maximum charge of \$_50.00	NY.A.  Credit file insurance and credit disability insurance are not required to obtain credit flour decision to buy or not buy credit file insurance and credit disability insurance will not be a buch in the credit appeal process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the					
Prepayment. If you pay off all your debt early, you will not have to pay a penalty.  Security Interest. You are giving a security interest in the vehicle being purchased.	credil approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 4A of the itemization of Amount Financed.					
Additional information: See this contract for more information including information about nengayment, default, any required repayment in full before the scheduled date and security interest.	Credit life insurance is based on your original payment schedule.  This insurance may not pay all you owe on this contract if you make lete payments. Credit disability insurance does not cover					
ITEMIZATION OF AMOUNT FRANCED	cred i approach process. They will not be provided unless prox ign and egree to poly the state cost. If you cross at his tenurion, the analysis of the state cost is you cross at his tenurion, the Cred fill historienes is based on your original proprient schedule. This tenursees may not pay all you wow on this control of you make list perprients. Dead disability insurance does not cover the properties. The properties of the properties of the coverage for cred the insurance and credit disability housened ends on the original due does for the last proprient unless a different term for the insurance is shown below.					
1 Total Decrees and	G-RIFER BITTH for the insurance is shown below.					
(Year) (Make) (Model)						
Gross Tade-In Allowance						
+ Cesh BERATE \$ 6000,00						
\$ 1250,00 (2)  (It load downpayment is negative, writer '0' and see 4J below)  3 Unpaid Delators of Cash Pice (1 minus 2)  \$ 14735,48 (3)	Other Optional Insurance					
Other Charges Including Amounts Paid to Others on Your Behalf     (Selfor may keep part of these amounts):	Type of Insurance Term Premium \$ N/A					
A Cost of Optional Credit Insurance Paid to Insurance Company or Companies.	Insurance Company Name					
Use \$ N/A Disability \$ N/A \$ N/A	Home Office Address N/A					
B Vendon's Single Interest Insurance Paid to Insurance Company S N/A	N/A N/A N/A Type of Insurance Term					
C Other Optional Insurance Paid to Insurance Company or Companies S N/A D Optional Gap Contract S N/A	Premium S N/A Insurance Company Name					
E Official Fees Paid to Government Agencies  DEALERSHIP by STATE INSPECTION \$ 5.00	N/A Home Office Address _N/A					
SAILE INSPECTION   \$ 5.00	N/A Other optional insurance is not required to obtain credit.					
F Government Tazze Not Included in Cash Price S N/A G Government License and/or Registration Fees	Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will					
H Government Certificate of Title Fees \$ N/A \$ 10.00	not be provided unless you sign and agree to pay the extra cost. I want the insurance checked above.					
I Document/Service Fee is not an official fee and is not	X Buyer Signature Date					
REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYERALESSEE FOR THE HANDLING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED THE SALE OR LEASE AND MAY						
DICLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSUPPI MOTOR VEHICLE COMMISSION.	Co-Buyer Signature Date					
J. Other Charges (Seller must identify who is paid and describe purpose)  Burrow Charges (Seller must identify who is paid and describe purpose)  N/A	LIABILITY INSURANCE COVER- AGE FOR BODILY INJURY AND					
b SERVICE CONTRACT \$ 2255.00	PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED.					
N/A to N/A \$ N/A	VENDOR'S SINGLE INTEREST INSUR-					
10/A toN/A \$ N/A	ANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial lerm of the contract to protect the					
1000 UPtat Charges and Amounts tract to Others on You's Behalf   \$,2039, 51   41     5 Amount Financed - Principal Belance (3 + 4)   \$1,7394, 99   (5)     6 Finance Charge   \$,8175, 81   (6)	Creditor for loss or damage to the vehicle (collision, fire, theti), VSI insurance is for the					
7 Total of Psyments - Time Balance (5 + 6) 925570 , 80 (1)	Creditor's sole protection. This insurance does - not protect your interest in the vehicle. You may					
OPTION: Ny pay no finance charge if the Amount Financed, item 5, is paid in full on or before, Year SELLER'S INITIALS	choose the Insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the					
OPTIONAL CAP CONTRACT. A pap contract (dold cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. It you choose to buy a gap contract. T	Creditor, the cost of this insurance is  S_N/A_ and is also shown in item 48					
Remozation of Amount Financial. See your gap contract for details on the terms and conditions it provides, it is a part of this contract.	of the itemization of Amount Financed, The coverage is for the initial term of the contract.					
Term N/A Mos. N/A Name of Gap Contact	Returned Check Charge: If you try to pay any					
I want to buy a gap contract.	portion of an amount you owe with a check that is dishonored, we may make a separate					
Buyer Signe X NO COOLING OFF PERIOD	demand that you pay a service charge of \$ 40.					
State law does not provide for a "cooling off" or cancellation period for the you may only cancel it if the seller agrees or for legal cause. You cannot co	is sale. After you sign this contract,					
_you change your mind. This notice does not apply to home solicitation so	iles.					
HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire adject on the boundary of the contract contains the entire adject of the contract contains the contract contract contains the contract contract contract contains the contract	this contract. Any change to this contract must be in writing Buyer Signs X					
HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire ad revent proved pupping is relating to this contract. Any change to this contract must be in writing and we must sign it. No and changes are bridge.  Co-Buyer Signs X  Co-Buyer Signs X  Co-Buyer Signs X  If you are the contract is not valid, either past size yeal. We may design of the inhoring any of our rights under this contract without being them. For example, we may extend the time for making some payments without extending the time for making others.						
See back for other important agreements. Any dispute resolution agreement you sign with us or an assimits contract.  The Annual Percentage Rate may be negotiable with the Seller. The	15.7.7					
and retain its right to receive a part of the Finance Charge.						
NOTICE TO THE BUYER: 1. Do not sign this contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the contract you sign.						
You sprea to the terms of the contract and any disorder resolution agreement you signed with this contract. You confirm that below you signed this contract and any dispute resolution agreement, we age the mit you, and you were two to take been and review them. You acknowledge that you there end both sides of his contract, including the arbitration clauses on the review agide, being signing below. You confirm that you received a completely filled-in copy of these documents when you signed does.						
Bisson Sinds X A \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \						
Co-Buyers and Other Owners.— A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to she vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle owner to us in this contract.						
Other Owner signs hore X N/A Soler BAT PECK NISSAN Oute Q4/2 B/K	True Priz					
Selber assigne its interest in this contract to CAPITAL ONE AUTO FINANCE (Assign	ee) under the terms of Seller's agreement(s) with Assignee.					
□ Assigned with recourse XX □ Assigned without recourse  Safer PAT PLUK NISSAN By	Assigned with limited recourse					
ANAT FORM NO. SSS-MS-ARB (1971 498) AL MADA HO DAN TO	TEIN FETC					

### 1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount
- Financed.

  b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- and to other amounts you owe under this contract In any order we choose. How late payments or early payments change what you must pay. We based the Finance Change, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due. You may prepay at or part of the unipaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

### YOUR OTHER PROMISES TO US

- THE PROMISES TO US
  If the vehicle is damaged, destroyed, or missing,
  You agree to pay us all you owe under this contract
  even if the vehicle is damaged, destroyed, or missing,
  Using the vehicle. You agree not to remove the
  vehicle from the U.S. or Canada, or to self, rent, lease,
  I transfer any interest in the swhister of the contract
- vehicle from the U.S. or Canada, or to self, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, setzure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it. Security Interest.

   The vehicle and all parts or goods put on it;

   All money or goods received (proceeds) for the vehicle;

- vehicle; All insurance, maintenance, service, or other
- All proceeds from insurance, maintenance, service, or other contracts we finance for you, and All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts. the contracts.

  This secures payment of all you owe on this contract.

This secures payment of all you owe on this contract. It also sectives your other agreements in this contract. You will make sure the title shows our security interest (tilon) in the vehicle. So the section of the se

- shown on the front of this contract or, at our option, the highest fate the law allows.

  If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

  What happens to returned insurance, maintenance, service, or other contract charges. If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.
- 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES YOU PAY LATE OR BREAK YOUR OTHER PROMISES You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not accuse your late payment or mean that you may keep making late payments.

- If you pay late, we may also take the steps described below.

  b. You may have to pay all you owe at once. If you break your promises (defauti), we may demand that you pay all you owe on this contract at once, subject to your right to redeem the vehicle described below. Default means:

  - You do not pay any payment on time;
    You do not pay any payment on time;
    You do not pay any payment on time;
    You gave false, incomplete, or misleading information on a credit application;
    You start a proceeding in bankruptcy or one is started against you or your property; or You break any agreements in this contract.
    The amount you will over will be the unpaid part of the

Amount Financed plus the earned and unpaid part of the

- Amount Financed plus the camed and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.

  You may have to, pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's ten and court costs as the law allows. The attorney's fee will not exceed 15% of the amount you come.
- as the law allows. The attorney's fee will not exceed 15% of the amount you ove.

  We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may street them for you stay exceeded. may store them for you at your expense. If you do not ask for these items.back, we may dispose of them as the law

for these leims.back, we may dispose of them as the law allows.

How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem) by paying all payments that are past due when you redeem, any late charges, and any expenses we incurred related to retaking the vehicle, holding it, and preparing it for sale. After you redeem, you must make the remaining payments under this contract. Your right to redeem ends when we sell the vehicle. If you do not get it back. If you do not getem, we will self the vehicle. We will send the vehicle. We will self the vehicle if you do not get end you a written notice of sale before selling the vehicle. We will self the vehicle for the vehicle, we will self the vehicle for the vehicle in the vehicle of the vehicle for the vehicle self in the vehicle for the vehicle for the vehicle self in the vehicle for th

- confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.
- Used Car Buyers Guide. The Information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

  Spanish Translation: Guila para comprisores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículos torma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY

### ARBITRATION CLAUSE

- ABBITRATION CLAUSE

  PLEASE REVIEW IMPORTANT AFFECTS YOUR LEGAL RIGHTS

  PLEASE REVIEW IMPORTANT AFFECTS YOUR LEGAL RIGHTS

  FITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ABBITRATION AND NOT IN COURT OR BY JURY TRIAL.

  IF A DISPUTAL'S CHAIN YOU WILL GIVE UP YOUR RIGHT TO PATILIPIZE AS ACLASS, REPRESENTATIVE OR CLASS MEMBER AND A STATE OF THE PROPERTY OF THE PROPERTY

hese organizations by contacting the arbitration organization or visiting its website, whoster, with the arbitrator shall apply poverning tubstantive law in earlier and seal are and shall be selected pursuant to the applicable rules. The arbitrator shall apply poverning rubstantive law in making an award. The arbitration hearing shall be conducted in the lederal district here this contract was excepted. We will advance our filling, administration, service or case management lee and your arbitrator or hearing lee all up to a maximum of \$2500, which may be embrused by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own arbitrator expert and other expert and other experts and other experts and other experts and other experts are consistent or experts and other experts and other experts are consistent or experts and other experts are consistent or experts and other experts and other experts and experts are consistent or experts and other experts and experts and experts and experts and other experts and other experts and other experts and experts and experts and experts and other experts and other experts and experts and experts and experts and experts and other experts and other experts and experts a

law concerning arbitation. You and we reliain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we wave the right in orbitate by using self-help remedies or filing sulf. Any court having jurisdiction may enter judgment on the arbitation's award. This Arbitation Clause shall survive any termination, payelf or transfer of this contract. If any part of this Arbitation Clause, other than walvers of class action rights, is deemed or found to be unonforceable for any reason, the remainder shall remain enforceable. As walver of class action right is doemed or found to be unonforceable for any reason, the remainder shall remain enforceable as walver of class action rights is doemed or found to be unonforceable for any reason, the remainder shall remain enforceable.

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December 27, 2016

Capital One Auto Finance 7933 Preston Road Plano, TX 75024 1-800-227-3863

# ACCOUNT MODIFICATION TERMS & AGREEMENT

DONNA MILLS 120 E SUNNYBROOK RD CARRIERE, MS 39426-7811 This Account Modification Terms & Agreement (the "Agreement") amends and supplements the Credit Sale Agreement entered into on 04/21/2011 (the "Contract") for the purchase of the vehicle referenced above (the "Vehicle") by and between DONNA MILLS (called "you" and "your" in this Agreement) and Capital One Auto Finance (called "we" or "us" in this Agreement), the current servicer of the Contract.

At your request, we have agreed to modify the terms of your account with us as follows, which you accept by signing below. This modification will be made effective on your account for 12/27/2016, and your first payment under the modified terms of your account will be due on 01/20/2017.

	Original Terms	Modified Jerms
Monthly Payment Amount	\$295.41	\$236.33
Payment Due Day	20th	20th
Annual Percentage Rate (APR)	13.44%	9.44%
Account Lerm	72 months	39 months

By signing below, you acknowledge that your outstanding account balance as of December 27, 2016 is as follows and agree to pay this balance in full plus the additional interest that will accrue on your account and any fees that are assessed to your account, less the waived amount(s) noted below.

	e Principal	Accrued Unpaid Interest	Fri I. Tage of more transfer.	-Unpaid Other Fees	
Account Balance as of 12/27/2016	\$7,923.15	\$26.22	\$140.00	\$365.00	\$8,454.37
(Amounts Waived)*	\$0.00	(\$26.19)	(\$0.00)	(\$0.00)	(\$26.19)
Remaining Balance : After Modification	\$7,923.15	\$0.03	\$140.00	\$365.00	\$8,428.18

\*\$26.19 will be waived as part of your account modification.

Initial:

DONNA MILLS

(continued on next page)

Capital One Auto Finance is a division of Capital One, National Association, and services the following Capital One affiliated company: Onyx Acceptance Corporation.







December 27, 2016

Capital One Auto Finance 7933 Preston Road Plano, TX 75024 1-800-227-3863

# ACCOUNT MODIFICATION TERMS & AGREEMENT

By signing below, you also understand and agree to the following:

- Except as expressly modified in this Agreement, the Contract contains the entire agreement between
  you and us, and you hereby ratify and confirm all of the terms of the Contract <u>not</u> modified by this
  Agreement, which remain in full force and effect.
- We may resume collection activity, including possible repossession of your vehicle, if your account becomes delinquent.
- If your account term was extended, you may pay more interest over the life of your account as a result
  of this modification.
- Interest accrues on your account daily. We estimated the amount of interest that will accrue over the
  remaining term of your account after this modification and used that amount in determining your new
  monthly payment amount. However, the total amount you will actually pay over the remaining term of
  your account will depend on the amount and timing of your payments.
- Any unpaid late fees and unpaid other fees that are not explicitly waived as noted above are still due
  and payable. Unpaid late fees and unpaid other fees are not included in determining your monthly
  payment amount but must be paid by the end of your account term.
- This Agreement does not extend any third party payment insurance coverage or any insurance or debt
  cancellation products included in the purchase price of the Vehicle. You are responsible for extending
  the insurance coverage to your new account majority date and notifying us of the change.

Signed & Accepted By:

DONAL MALLE

Date:

Date: December 27, 2016

Signed & Accepted By:-

Subbu Rajasimhan Capital One Auto Finance

Capital One Auto Finance is a division of Capital One, National Association, and services the following Capital One affiliated company: Onyx Acceptance Corporation.

# STATE OF MISSISSIPPI **ORIGINAL** VEHICLE IDENTIFICATION NUMBER MAKE YEAR MODEL BODY TITLE NUMBER 1N4AL2AP2BN427338 2011 NISS ALT 40 F864333-01 DATE OF FIRST SALE FOR USE NEW ONLY NO. CYL. NEW / USED TYPE OF VEHICLE OR GVW TITLE DATE 06022011 04212011 04 PASS 000 ODOMETER - TENTHS NOT INCLUDED 000026 ACTUAL MILEAGE MILLS DONNA 120 E SUNNYBROOK RD MS 39426 CARRIERE 1ST LIENHOLDER (OR OWNER IF NO LIEN) DATE: CAPITAL ONE AUTO FINANCE MONTH I DAY I YEAR P 0 BOX 255605 SACRAMENTO CA 95865 04/21/2011 DATE: 2NO LIENHOLDER MONTH I DAY I YEAR LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF \_ DAY OF \_\_ \_ DAY OF \_\_\_ The Mississippi State Tax Commission hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filled with the State Tax Commission. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

E TAX COMMISSION

CONTROL NUMBER

# N.A.D.A. Official Used Car Guide **Vehicle Valuation**

Print Date: November 26, 2019

Customer:

Mills, Donna

File No .:

COAF-1263609

Vehicle Description: 2011 NISSAN ALTIMA-4 CYL. Sedan 4D S

VIN:

1N4AL2AP2BN427338

## **Base Values**

Retail: \$ 5850.00 Wholesale/Trade-in: \$ 3875.00

## Optional Equipment/Adjustments

**Estimated Miles** 

112500

0.00

\$

## Total Adjusted N.A.D.A. Used Car Guide Values

Retail: \$ 5850.00

Retail/Wholesale Average: \$ 4862.50

Reference 11/2019 Southeastern